

RECORD

05-12-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101354416

04/20/00

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE SINCO GROUP, INC.

2. Name and address of receiving party(ies):

DBI/Sinco Acquisition Co.
701 Middle Street
Middletown, CT 06457

(a Delaware corporation)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Asset Purchase Agreement (relevant pages) with
 attached Schedule 1.1(a)(v) of patents.

Execution Date: April 29, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

See attached page.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robin A. Sannes
 Address: Mau & Krull, P.A.
 1250 Moore Lake Drive East
 Suite E
 Fridley, Minnesota 55432

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41): \$560.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 500549

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin A. Sannes

Name of Person Signing

Signature

April 18, 2000

Date

Total number of pages including cover sheet, attachments, and document 8

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

05/10/2000 DMGUYEN 00000291 500549 4981225

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PATENT
 REEL: 010766 FRAME: 0454

4. Application number(s) or patent number(s):

B. Patent No.(s):

4,981,225

4,815,562

4,923,048

5,078,250

5,170,829

5,054,576

5,143,171

5,145,153

5,197,239

5,188,342

5,299,654

5,332,071

5,398,777

5,573,125

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of April 29, 1997, by and among THE SINCO GROUP, INC., a Delaware corporation ("Seller") and DBI/SINCO ACQUISITION CO. a Delaware corporation ("Purchaser").

RECITALS:

A. Seller is engaged at its location at 701 Middle Street, Middletown, Connecticut 06457 in the business of manufacturing, distributing and renting safety harnesses, woven fabric safety nets and other safety equipment and products (the "Business").

B. Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase and acquire from Seller, certain of the Assets of Seller relating to the operation of the Business, and in connection therewith, Purchaser has agreed to assume certain of the liabilities of Seller relating to the Business, all on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS

Section 1.1 Acquired Assets.

(a) Description of Acquired Assets. At the Closing (as defined in Section 1.3), Seller shall sell, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all right, title and interest of Seller in, to and under all the Assets used or held for use in the Business, except as otherwise provided in Section 1.1(b), as the same shall exist on the Closing Date (as defined in Section 1.3) (the "Acquired Assets"), including without limitation the following:

(i) all Seller's inventories of raw materials, work in process, finished goods, supplies and other personal property held for sale, lease or consumption in Seller's business (the "Inventory"), to be valued as set forth in Schedule 1.4, including without limitation the Inventory described in Schedule 1.1(a)(i);

(ii) all Seller's rights to prepaid license fees and other deposits and prepaid expenses (the "Prepaid Expenses") including without limitation the Prepaid Expenses described in Schedule 1.1(a)(ii);

(iii) all furniture, furnishings, equipment, parts, machinery, transportation equipment, vehicles, computer equipment, and other tangible personal property (other than Inventory, as defined above) of Seller (the "Equipment"), including without limitation the Equipment described in Schedule 1.1(a)(iii) and any additions or accessions thereto or substitutions therefor or proceeds thereof;

(iv) the contracts and agreements (whether written or oral) (the "Contracts"), including without limitation Contracts relating to suppliers, sales representatives, distributors, purchase orders, marketing arrangements and manufacturing arrangements and listed and described in Schedule 1.1(a)(iv) (the "Assumed Contracts");

(v) all rights of Seller in and to the name "Sinco" and any trademarks, tradenames or service marks, and all registrations thereof and pending applications therefor, in connection therewith (the "Name"), and all other tradenames, trademarks, service marks, copyrights, patents and registrations thereof or applications therefor, and trade secrets, secret processes (whether or not patentable), customer lists, software, inventions (whether or not patentable), formulae and other property belonging to, used in or appertaining to the Business, including without limitation that described on Schedule 1.1(a)(v) (collectively, with the Name, the "Intellectual Property");

(vi) all Seller's notes and accounts receivable (other than notes or debts due from shareholders or affiliates of Seller), including without limitation those identified on Schedule 1.1(a)(vi) (the "Accounts Receivable");

(vii) all Seller's records associated with the Business (the "Records"); and

(viii) all Seller's federal, state and local governmental permits, licenses, and approvals required for the conduct of the Business (or held with respect to the Acquired Assets and operations of the Business) (the "Licenses").

(ix) all of Seller's shares of common stock of Rockton Construction Company, Inc., a Louisiana corporation.

(b) Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following Assets and properties of Seller (the "Excluded Assets") shall be excluded from and shall not constitute Acquired Assets:

PATENT
REEL: 010766 FRAME: 0458

Section 7.9 Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Delaware without regard for choice of law rules.

Section 7.10 Schedules. All the Schedules to this Agreement are incorporated herein by reference and shall be deemed to be a part of this Agreement for all purposes.

Section 7.11 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

Section 7.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Agreement to be executed by their respective duly authorized officers, and the Shareholders have executed this Agreement under seal, all as of the day and year first above written.

SELLER:

THE SINCO GROUP, INC.

By: _____,
_____, Vice President

PURCHASER:

DBI/SINCO ACQUISITION CO.

By:  _____,
_____, President

SCHEDULE 1.1 (a)(v)

INTELLECTUAL PROPERTY

Patents – See attached schedule

Customer List – See attached schedule

REEL: 010766 FRAME: 0461

4. Application number(s) or patent number(s):
B. Patent No.(s):

4,981,225
4,815,562
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